LEDESMALAW

WEST ALLIS COMMON COUNCIL LICENSE AND HEALTH COMMITTEE CITY OF WEST ALLIS

In the Matter of the Complaint against ARH Enterprises, LLC, D/b/a Las Palmas

STIPULATION

The West Allis City Attorney's Office, by Assistant City Attorney Jenna Merten, and ARH Enterprises, LLC, by its agent, Hugo Jose Juarez, and his attorney. Roberto Ledesma, hereby agree and stipulate as follows:

- 1. That the Summons and Complaint against ARH Enterprises, LLC was filed with the City Clerk/Treasurer pursuant to Wis. Stat. § 125.12(2);
- 2. That the Summons and Complaint was served in accordance with Wis. Stat. § 125.12(2)(ar);
- 3. That ARH Enterprises, LLC waives its right under Wis. Stats. § 125.12(2)(d) to appeal the proceedings had in this matter:
- 4. That sufficient grounds are stated in the complaint for the imposition of sanctions set forth in Wis. Stat. 125.12(2)(b)2;
- 5. That no alcohol beverages shall be served at 1901 South 60th Street, West Allis, Wisconsin for a period of 15 consecutive days commencing at 12:01 a.m., Monday, September 30, 2013 and terminating at 6:00 a.m., October 15, 2013;
- 6. That ARH Enterprises, LLC agrees to install surveillance cameras, keep all surveillance cameras in good working order, maintain all surveillance camera footage from the tavern

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- for a period of 30 days after recording, and turn over a copy of any such footage within 48 hours of a police officer's request;
- That ARH Enterprises, LLC agrees to refuse admittance to patrons who have created problems inside or outside the tayern in the past;
- That ARH Enterprises, LLC agrees to permanently close the restaurant area from 2:00 a.m. to 5:00 a.m.
- 9. That ARH Enterprises, LLC agrees to employ security guards on every Friday and Saturday night and place said security guards in positions, within 30 minutes of closing time and until every patron has left, to ensure that patrons leave the premises and the area of the tavern quickly and quietly;
- 10. That ARH Enterprises, LLC agrees to comply with all other City of West Allis ordinances and laws of the State of Wisconsin and cooperate with the West Allis Police Department in any investigations;
- 11. That the allegations which form the basis of this complaint shall not be used as grounds for any future suspension, revocation, or non-renewal proceeding, except to the extent that the facts alleged in the complaint demonstrate a pattern of conduct for ARH Enterprises, LLC;
- That the West Allis Common Council must approve this stipulation prior to it becoming effective;
- 13. That if the West Allis Common Council does not approve the agreement, the matter shall return to the License and Health Committee of the West Allis Common Council for hearing pursuant to Wis. Stat. 125.12(2)(b);

14. That if the West Allis Common Council approves this stipulation, the City of West Allis and ARH Enterprises, LLC are bound to the terms of the stipulation and failure to comply with said terms will result in continuation of the hearing procedures set forth in Wis. Stat. 125.12(2)(b).

Hugo Jose Juarez

Agent, ARH Enterprises, LLC

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Roberto Ledesma

Attorney for ARH Enterprises, LLC

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Jerna Merten

Assistant City Attorney City of West Allis Dale